

## Appendix A

### ORO FLEXIPLACE APPLICATION

<b>Type of Flexiplace Request</b> (check box(es))	Medical		Regular		Situational	
Regular - 1 to 3 days per pay period Medical - Attach medical documentation  <b>START:</b> _____ <b>END:</b> _____						
<b>SECTION 1</b> (To Be Completed By Employee)						
<b>Employee Information</b>			<b>Supervisor Information</b>			
Name		Name				
Title, Series, Grade		Title				
Routing Symbol		Telephone				
Telephone						
Office Location						
<b>SECTION 2</b> (To Be Completed By Employee)						
a. Employee has a copy of the ORO Flexiplace Guide.						
b. Tasks and activities to be performed on flexiplace are summarized (Attachment A-1).						
c. Briefly describe how you meet the criteria for participation.						
d. Flexiplace work schedule including times, days, and location for each day of the pay period is completed (Attachment A-2)						
e. Briefly describe the conduciveness of the alternative workplace for DOE-Flex, including office space, equipment, etc.						
f. The following equipment, software and supplies will be needed and supplied by the employee:						

<b>SECTION 3</b> (To Be Completed By The Supervisor)		
a. Is frequent face-to-face contact with clients/coworkers vital in order to complete task(s) and/or activities listed in Attachment A-1?	yes -	no -
b. Is frequent supervisory review, while work is in progress, required as a routine part task(s) and/or activities listed in Attachment A-1?	yes -	no -
c. Do security or technical reasons prevent information from being used on flexiplace which is needed to perform the work effectively?	yes -	no -
d. Will sensitive information be processed or transmitted in clear text over networks?	yes -	no -
e. Was the most recent performance rating below Meets Expectations?	yes -	no -
f. Are there other concerns that might adversely affect the employee's participating in flexiplace?	yes -	no -
Answering <b>YES</b> to any of the above questions may result in the application being disapproved. The supervisor should explain, in writing, any <b>YES</b> answers:		
<b>SECTION 4</b> <b>Action on Application</b> (To Be Completed By Supervisor and Approving Official)		
<b>Supervisor:</b> Approval recommended: _____		
If approval is not recommended, reason(s):		
<b>Signature:</b>	<b>Date:</b>	
<b>Approving Official:</b> Approval granted: _____		
If approval is not granted, reason(s):		
<b>Signature:</b>	<b>Date:</b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Distribution w/attachments            If approved:            Original - Attach to the original flexiplace agreement            Copy to - Employee's supervisor                      - DOE-Flex Advisor         </div> <div style="width: 45%;">           If disapproved:            Original - Employee            Copy to - Employee's supervisor                      - DOE-Flex Advisor         </div> </div>		

## A-1 - Identification of Tasks/Duties and Deliverables

Employee's Name:

Tasks /Activities to be performed while on Flexiplace and Specific Deliverables:

Tasks/activities:

Specific Deliverable:

Percentage of duty time spent on these tasks/activities: \_\_\_\_\_

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these tasks/activities: \_\_\_\_\_

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these task/activities: \_\_\_\_\_

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these task/activities: \_\_\_\_\_

Add more copies of A-1 if necessary.

OR

Special Projects and/or supplementary activities:

## A-2 - Flexiplace Work Schedule Request

**Work schedule (official tour of duty) while participating in flexiplace is (be sure to include at least a 30 minute lunch break for those days at the flexiplace site):**

Pay Period Work Week	Day	Hours		Duty Station	
		From	To	Official	Alternate
Week 1	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
Week 2	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				

## Appendix B - Flexiplace Agreement

**Introduction:** This is an employment agreement between the \_\_\_\_\_ (*organization*)  
Department of Energy ("Department") and its employee, \_\_\_\_\_ (*employee's name*)  
("you" or "your") for the purpose of specifying the terms and conditions under which you will work at the alternate workplace, specified below, a site other than your regularly assigned office location, the duty station specified below. This flexiplace arrangement is not an employee entitlement, does not change the terms and conditions of your appointment, is not a substitute for child or other dependent care arrangements, nor are you assured that this work option will continue indefinitely. This arrangement is intended to be an additional method the Department utilizes to accomplish work.

**Type of Arrangement:** \_\_\_ Regular \_\_\_ Situational \_\_\_ Medical (*Mark the appropriate type(s)*)

**Effective Date, Termination, and Duration:** This agreement is effective \_\_\_\_\_ (*date*)  
This agreement is on a trial basis for up to \_\_\_\_\_ (90 days), but may be extended beyond that date, or if in effect indefinitely for a regular/recurring arrangement, upon re-certification at least semi-annually from the effective date. You may terminate this agreement at any time from the effective date by giving your supervisor notice and returning to your duty station. To ensure that you are properly accommodated at your duty station, you should provide at least 1 week notice of your desire to terminate this agreement. Management has the right to terminate or modify this agreement in accordance with the Flexiplace guide. Management is to give 1 week notice of intent to terminate the agreement.

**Duty Station:** Your duty station is \_\_\_\_\_ (*organization's address*)

**Alternate Workplace:** Your alternate workplace is \_\_\_\_\_ (*home address or telecenter address*)

**Applicable Policy and Guidelines:** The following policies, manuals, or guidelines apply:  
(specify all that apply including the "ORO Handbook on DOE-Flex", DOE and ORO security directives, and the Privacy Act-5 U.S.C. 552a)

**Management's Rights:** Management has the right to modify this agreement at any time or alter your agreed-upon work schedule at any time when your supervisor determines that you are needed at your duty station due to work demands, attendance at a meeting(s) or training session(s), or other business reason.

**Your Responsibilities:** You will perform those work assignments agreed to with your supervisor in the time frame discussed, to the extent that you have control over the completion of those assignments. You will ensure that you have appropriate resources available, or access to them, to perform those assignments at the alternate workplace. You will be reasonably accessible during agreed-upon hours of work (see the attached work schedule). You will safeguard DOE equipment and records and use such equipment and records for official business. You will also safeguard, service, and maintain your equipment, if any, used to perform your work at the alternate workplace. If your alternate workplace is your home, you will maintain it in a reasonably safe condition. You will keep your alternative workplace hazard-free and normally free from distractions. You are bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at your alternate workplace.

**Time and Attendance:** Your time keeper will be provided a copy of your work schedule. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, compensatory time, time-off awards, etc. (Note: employees will not be allowed to earn credit time when telecommuting). Your time and attendance must be reported to your time keeper and certified by your certifying official so that there is an accounting for all hours included in your agreed-upon work schedule. Your time and attendance will be reported as though you are at your duty station; however, administrative dismissals are based only on the workplace affected by the dismissal. You will obtain approval in advance for any schedule change, including work that entitles you to overtime compensation, training, and leave, except for unexpected leave situations.

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**Pay, Leave, and Travel:** Your pay, leave, and travel entitlements are based on your duty station. This flexiplace arrangement is not a basis for changing your salary and benefits.

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**Resources Provided:** With the exception of flexiplace situations approved to accommodate employees with medical issues, the cost of computing equipment, computing software, and telecommunications facilities will normally be the responsibility of the employee participant. ORO will continue to support approved medical participants as resources are available. If you have any problem with Department-supplied equipment or software, call the Information Resources Management Division, ORO, and inform your supervisor. If you utilize a laptop computer on an “as-needed” basis, you are to follow your organization’s office procedures for checking it out and returning it promptly when finished. If you provide any resources, you do so at your expense, unless specifically authorized herein or otherwise in writing. Upon termination of this flexiplace arrangement, you must return all Department-supplied resources within three work days, unless the Department arranges to pick them up.

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**Performance:** Your performance will be evaluated based on the quantity and quality of the work products, the progress on your assignments that you report, and any other appropriate measures, such as timeliness, responsiveness to customer needs, accessibility, etc., that your supervisor has communicated to you.

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**Expenses:** You are authorized to incur the following expenses without any further prior approval:

\_\_\_ Work related long distance calls when you use the assigned calling card  
\_\_\_ Other (describe)

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You may be reimbursed for authorized expenses. To get reimbursed, you must submit an SF-1164, Claim for Reimbursement for Expenditures on Official Business, with a copy of your expenses, through your supervisor. The Department will normally not be responsible for any additional operating costs, such as home maintenance, insurance, or utilities, that are associated with your using your home as the alternate workplace.

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**Liability:** You assume full responsibility for any damage to your personal or real property that may occur as a result of your working at your alternative workplace, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. If you are injured during your authorized hours of work while performing job duties at your alternative workplace, you are covered by the Government’s workers’ compensation program. You must notify your supervisor immediately of any accident or injury that occurs at the alternate workplace and complete any required forms. The Department may investigate such a report immediately.

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**Inspections:** You are subject to a physical inspection of your workplace, equipment, and records during normal working hours, upon reasonable notice, normally at least 24 hours in advance. If you are suspected of a security violation, an inspection may be unannounced, but during normal working hours.

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**Effect or Failure to Fulfill the Terms of this Agreement:** This agreement will be terminated if you fail to fulfill its, or any amendment to its, terms. Termination for reasons of misconduct or failure to protect equipment, records, and/or data may result in disciplinary action and/or suspension or revocation of your security clearance, if appropriate.

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### **Certification**

I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that applicable policies and guidelines may change or be added without amending this agreement accordingly. In the event of such changes, I agree that this agreement will be subject to them.

_____ Employee	_____ Date
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_____ Supervisor	_____ Date
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_____ Approving Official	_____ Date
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Attachment:  
Application

### **PRIVACY ACT STATEMENT**

Section 6120 of Title 5 to the United States Code and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. The information you submit in this agreement is protected by the Privacy Act in DOE-1, Personnel and General Employment Records. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than your regularly assigned location and will result in you not being approved for the employment arrangement specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement.

**Distribution:**

- Original - PMAB Official Telecommuting File
- Copy to - Employee and Employee's Supervisor
  - DOE-Flex Advisor
  - Time Keeper

## Appendix C - One-Time Situational Flexiplace Agreement

**Introduction:** This is an employment agreement between the \_\_\_\_\_ (*Organization*)  
Department of Energy ("Department") and its employee, \_\_\_\_\_ (*Employee Name*)  
("you" or "your") for the purpose of specifying the terms and conditions under which you will work at  
the alternate workplace, specified below, a site other than your regularly assigned office location.

**Dates or Duration and Assignment:** This agreement will be in effect (date from/to or number of days)  
in order to complete the following assignment(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Alternate Workplace:** Your alternate workplace is \_\_\_\_\_ (*specify your home or telecenter*)  
and you can be contacted at the following phone number: \_\_\_\_\_  
\_\_\_\_\_

**Work Schedule:** Your work schedule will be: (specify the hours that employee will work and be  
accessible to the supervisor)  
\_\_\_\_\_  
\_\_\_\_\_

**Resources:** You are expected to use \_\_\_\_\_ (*your own equipment or a loaned laptop from the office*)  
to accomplish your assignment(s). You are not authorized to incur any costs associated with connecting  
to the local LAN in order to communicate with your office and/or accomplish your assignment(s).

**Your Responsibilities:** You will perform the work assignment(s) specified herein in the time frame  
specified, to the extent that you have control over the completion of the assignment(s). You will ensure  
that you have appropriate resources available, or access to them, to perform the assignment(s) at the  
alternate workplace. You will be reasonably accessible during agreed-upon hours of work. You will  
safeguard DOE equipment and records and use such equipment and records for official business. You  
will also safeguard, service, and maintain your equipment, if any, used to perform your work at the  
alternate workplace. If your alternate workplace is your home, you will maintain it in a reasonably safe  
condition. You will keep your alternative workplace hazard-free and normally free from distractions.  
You are bound by the Standards of Conduct for Employees of the Executive Branch and the  
Department's supplement thereto while working at your alternate workplace, and the applicable policy  
and guidance pertaining to flexiplace arrangements.

### Signatures and Dates

_____ Employee	_____ Date
_____ Supervisor	_____ Date
_____ Reviewing Official	_____ Date

### PRIVACY ACT STATEMENT

Section 6120 of Title 5 to the United States Code and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. The information you submit in this agreement is protected by the Privacy Act in DOE-1, Personnel and General Employment Records. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than your regularly assigned location and will result in you not being approved for the employment arrangement specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement.

### Distribution:

Original - PMAB Official Telecommuting File  
Copy to - Employee and Employee's Supervisor  
- DOE-Flex Advisor  
- Time Keeper



## Appendix D - Semi-Annual Re-Certification

Employee's Name:						Supervisor's Name:				
<b>RE-CERTIFICATION -- at least every 6 months</b> Type of Flexiplace: <input type="checkbox"/> Regular <input type="checkbox"/> Situational <input type="checkbox"/> Medical Regular - 1 to 3 days per pay period; Medical - will need physician statement.										
For regularly scheduled and long term medical Flexiplace participants, list the employee's established work schedule below. Indicate in the last row if the work site is at the office (O) or the Flexiplace (F) site. Please be sure to include at least a ½ hour unpaid lunch period for each work day.										
Hours	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Start										
End										
Site										
<b>The following checklist is designed to help you assess an employee's eligibility to continue in the DOE-Flex.</b>										
								Yes	No	
1. Do the work assignments and responsibilities of the employee's current position warrant continued participation?										
2. Is the employee's most recent performance rating Meets Expectations?										
3. Does the employee demonstrate the ability to work independently?										
4. Is the employee able to maintain the quality and quantity of his or her work?										
	Re-certification Approved			Re-certification Disapproved. Attach Reason						
I have reviewed and discussed the re-certification criteria and decision with the employee.										
Supervisor's Signature							Date			
Employee's Signature							Date			

**Distribution:**

**If approved:**

- Original - Attach to the original Flexiplace Agreement in the PMAB Telecommuting File
- Copy to - Employee
  - Supervisor
  - Time Keeper
  - DOE-Flex Advisor

**If disapproved:**

- Original - Employee
- Copy to - DOE-Flex Advisor